

Divine Energy Healing - Terms and Conditions

I'm so pleased you've decided to use my services or resources - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services as I'd love to clear these up and move on with our sessions!

In this contract:

- 'I', 'me' or 'my' means Caroline Mary Andrews trading as Open Lotus Living
– and
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at carolinemaryandrews@hotmail.com

INVESTMENT

You paid for your session through the website, and no further investment is required, unless you require further sessions, which you can pay through the website, or through individual invoices as we arrange, following our first session. If we choose to action individual invoices, I will invoice you before every session that we work together, unless otherwise discussed and agreed upon

BACKGROUND

I provide Divine Energy Healing as trained for in the Divine Energy healer training, and intuitively follow guidance as received during the session.

I am a sole trader, trading as Open Lotus Living and my address is Flat 3, 3 Broad Street, Builth Wells, Powys, LD2, 3DT.

1. Introduction

- 1.1. If you sign up for my healing services ('services') you agree to be legally bound by this contract.
- 1.2. If you use any of my free resources (for example podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.
- 1.3. When signing up for my services or using any resources you also agree to be legally bound by:
 - 1.3.1. my website terms of use and privacy policy;
 - 1.3.2. extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;
 - 1.3.3. the specific terms which apply to my services, for example programme, course or service descriptions which may be set out on the webpage or sales page for that programme, course or service or in email correspondence between us. Where I use the terms 'service description' in this contract, it means these specific terms. If you want to see these specific terms, please visit the relevant webpage for the programme, course or service or where relevant look at the services description I have sent you in an email.

All these documents form part of this contract as though set out in full here.

2. Information I give you

- 2.1. Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or in the service description.

I shall give you information on:

- the main characteristics of the services you are buying
- who I am, where I am based and how you can contact me
- the price of the services
- the arrangements for payment, carrying out the services and the time by which I shall carry out the services
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- my complaint handling policy

3. Signing up for my services

- 3.1. Below, I set out how a legally binding contract to buy services between you and me is made:

- 3.1.1. You place your order at the end of the checkout process either by clicking on the relevant payment link on my site, by transferring payment to my bank account or I shall send you the link by email. Please read and check your order carefully before submitting it. Placing your order and making payment does not, however, mean that your order has been accepted.
- 3.1.2. Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services. Any prices set out in a quotation remain valid for 14 days.
- 3.1.3. When you decide to place an order for services with me, this is when you make a legal offer to buy such services from me.
- 3.1.4. I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services.
- 3.1.5. I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:
- (a) a legally binding contract will be in place between you and me, and
 - (b) I shall start to carry out the services as set out in the services description.

4. Carrying out the services

- 4.1. If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.
- 4.2. I shall carry out the services within the time period which is set out in the relevant services description.
- 4.3. All healing sessions (including rearranged sessions) must be taken within the timeframe specified in the programme description or services description or they will expire.
- 4.4. All sessions take place remotely via the means of communication agreed with you in advance. There may be an additional charge for face to face meetings.

- 4.5. Please note that I may wish to record our calls for training purposes or administration purposes, but I will ask your permission to do so if and when this arises. If you would like a session recorded, it is your choice, and responsibility to ask before each session.
- 4.6. My carrying out of the services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, IT issues and problems with internet connectivity, any law or action taken by a government or public authority.
- 4.7. Where a session or event is due to take place in person, I reserve the right to move that session online where circumstances make it necessary or preferable to do so.

5. Your responsibilities

- 5.1. You will pay the price for the services in accordance with the services description.
- 5.2. You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably need to provide the services.
- 5.3. You and I shall agree a method of communicating with each other between sessions and adhere to that method.
- 5.4. Divine Energy Healing is not a substitute for therapy or counselling. It may bring up issues for you to release, or old emotions and this is quite a normal part of receiving and integrating healing.
- 5.5. My role as your healing facilitator is to offer you energy healing as channeled via Divine Energy Healing to you. Any information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.
- 5.6. Divine Energy Healing does not treat mental disorders and is not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement, you confirm that you will not use it in place of any form of counselling, therapy or medical treatment.
- 5.7. If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with Divine Energy Healing and that this person is aware of and supports your decision to proceed with Divine Energy Healing described in the relevant programme or services description.
- 5.8. You will keep me informed of any changes to your medical health or personal circumstances.

6. Charges and payment

- 6.1. I am not VAT registered therefore VAT is not currently applicable to any prices quoted online or in personal quotes for healing or coaching.
- 6.2. The price for the services is set out in the services description.
- 6.3. Payment options are as follow:
 - 6.3.1. For ongoing healing sessions you might choose to book, I shall send you an invoice in respect of my fees monthly, in advance of receiving my services and my invoices are payable within 14 days.
- 6.4. My refund policy is as follows:
 - 6.4.1. if you are a consumer, you have the right to a refund during the 'cooling off' period, as described below;
 - 6.4.2. where I cancel a programme (other than under 12.3 below) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.
 - 6.4.3. where you wish to cancel this contract and you give me one month's notice in writing, I shall give you a partial refund for sessions which you have paid for in advance and which you have not received, but I shall deduct reasonable compensation for the net costs I shall incur as a result of your ending the contract.
- 6.5. Payment is via the payment button on my website or sales page or as agreed between us.

- 6.6. If any of your payments are not paid on the due dates, I may charge interest on any balance outstanding at the rate of 4 percentage points a year above Triodos Bank UK Ltd's base rate.

7. Cooling off period for consumers

- 7.1. Subject to the other provisions in this clause, if you are a consumer, you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.
- 7.2. The cancellation period will expire 14 days after the commencement of the contract.
- 7.3. However, if you confirm to me that you wish me to start to provide the services within the 14 day cooling off period, then at this point my refund policy set out in clause 6.4 will apply and if you subsequently exercise your right to cancel during the 14 day cooling-off period you will have to pay my reasonable costs of services provided within that time. You confirm you wish me to start to provide the services within the 14 day cooling off period by do the following during that time: book a session with me for which the allocated date and time will then, also as a service, be reserved for you to the exclusion of all others.
- 7.4. If you cancel this contract in accordance with the cooling off period in clause 7.1, I shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. However, this will only be the case if you have not confirmed to me you wish me to provide the services as specified in clause 7.3. for which you will have to pay my reasonable costs.
- 7.5. Digital products. In accordance with clause 7.3, by accessing or downloading any digital products within the 14-day cooling off period, you give your consent to me to provide the content and you acknowledge that by doing so, you lose your right to cancel your purchase unless the content is faulty.

8. Intellectual property

- 8.1. If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- 8.2. You cannot use and monetise my methods, processes or systems. To do so would be a material breach of your legal obligations to me under the terms of this contract, and subject to immediate termination under clause [12.3.1]
- 8.3. For the avoidance of doubt, without my prior written authority, you are not permitted to;
- (a) deliver any training in my methods, processes or systems to a third-party individual or organisation;
 - (b) provide details of my methods, processes or systems to, a third-party individual or organisation;
 - (c) repurpose in whole or in part my methods, processes or systems to create and deliver your own services.
- 8.4. Should you become aware of any unauthorised access to the materials provided to you, or of any unauthorised use of my methods, processes or systems, you agree to notify me immediately by email.

9. How I may use your personal information

- 9.1. I shall use the personal information you give to me to:
- 9.1.1. provide the services;
 - 9.1.2. process your payment for the services; and
 - 9.1.3. inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.
- 9.2. I shall not give your personal information to any third party unless you agree to it.
- 9.3. For full details of how I deal with your personal data, see my privacy policy [here](#).

10. Confidential information

- 10.1. All information shared by you on a one to one basis will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others or to assist the prevention or detection of a crime. Such circumstances may include a risk of suicide, child sexual or general abuse or neglect, murder or rape.
- 10.2. Where you participate in any group sessions, for example as part of a group healing or coaching programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.
- 10.3. The obligations in clauses 10.1 and 10.2 will not apply to information which:
 - 10.3.1. has ceased to be confidential through no fault of either party;
 - 10.3.2. was already in the possession of the recipient before being disclosed by the other party; or
 - 10.3.3. has been lawfully received from a third party who did not acquire it in confidence.
- 10.4. Your and my confidentiality obligations under this clause will continue after termination of this agreement.
- 10.5. You will not use any Confidential Information for profit or for your own benefit in any way.

11. Resolving problems

- 11.1. In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.
- 11.2. I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.
- 11.3. If you are buying services from me nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12. End of the contract

- 12.1. If a services description specifies a length of time for services to be provided, then subject to clause 12.3 below, the services will terminate at the end of that timeframe.
- 12.2. If I provide services to you on an ongoing basis and the relevant services description does not specify a timeframe then either you or I may terminate the services by one month's written notice to each other.
- 12.3. Either you or I may terminate the services and this contract immediately if:
 - 12.3.1. the other party commits any material breach of the terms of this contract and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or
 - 12.3.2. the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

For the purposes of this clause, any breach by you of the rules governing your participation in my Facebook Group or any other Group hosted by me on another social media platform, constitutes a material breach of this contract which is not capable of being resolved.

- 12.4. If I decide in my absolute discretion that we are not a good fit for each other, I may terminate this contract immediately on notice, in which case I shall give you a partial refund for any elements of the services which you have paid for in advance and which you have not received. This sub-clause does not apply to any situation where I terminate this contract in accordance with sub-clause 12.3, in which case no refund will be payable
- 12.5. If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13. Limit on my responsibility to you

- 13.1. Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:
- 13.1.1. losses that:
- (a) were not foreseeable to you and me when the contract was formed which means any losses that might have been sustained by you that would not ordinarily be sustained by a client in your industry;
 - (b) that were not caused by any breach of these terms on my part; and
- 13.1.2. business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.
- 13.2. My total liability to you is limited to the amount of fees paid by you for the services and you confirm your understanding that the price of my services is calculated bearing in mind this limit on my liability. If you would like me to assume a greater degree of potential liability, please contact me for a revised price for my services.

14. Disputes

- 14.1. I shall try to resolve any disputes with you quickly and efficiently.
- 14.2. If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.
- 14.3. The laws of England and Wales will apply to this contract.
- 14.4. In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

15. Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

16. Third party rights

- 16.1. No one other than a party to this contract has any right to enforce any term of this contract.